



# STATE OF ARIZONA

## ARIZONA SCHOOL FACILITIES BOARD PROCUREMENT

### NOTICE OF REQUEST FOR QUALIFICATIONS

SOLICITATION NUMBER: **SF06-0004**

Description: **Fire Alarm and Smoke Detection Design-Build Construction Services**

**Pre-Offer Conference: May 31, 2006. Site Visits may be scheduled as needed.**

OFFER DUE DATE : **June 16, 2006** AT 3:00 P.M. MST (Local Time)

In accordance with A.R.S. §41-2578, Request for Qualifications for the professional services specified will be received by the Arizona School Facilities Board Procurement at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each offeror will be publicly read.

Offer Opening and Submittal Location: Arizona School Facilities Board  
Procurement Group  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007

Offers must be in the actual possession of the Arizona School Facilities Board, Procurement on or prior to the time and date, and at the location indicated above. Late offers will not be considered.

Offers must be submitted in a sealed package with the solicitation number and the offeror's name and address clearly indicated on the package. Additional instructions for preparing an offer are provided in the Uniform and Special Instructions to Offerors as contained within this notice.

If any interested party has questions or exceptions to this solicitation, such questions or exceptions shall be submitted in writing to the Procurement Officer no later than seven days before the Offer Due Date listed above.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**

Commodity Code: 0918-0089

Phone: **(602) 364-0538**  
Date: **May 30, 2006**  
[Dkirkland@azsfb.gov](mailto:Dkirkland@azsfb.gov)

**Arizona School Facilities Board  
Procurement**

Dennis Kirkland  
**Dennis Kirkland  
Procurement Officer**

## TABLE OF CONTENTS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004-**

<b><u>Section</u></b>	<b><u>Page</u></b>
NOTICE OF REQUEST FOR QUALIFICATIONS	i
TABLE OF CONTENTS	ii
1.0 <b>SCOPE OF WORK</b>	1
2.0 <b>UNIFORM TERMS AND CONDITIONS</b>	3
3.0 <b>SPECIAL TERMS AND CONDITIONS</b>	15
4.0 <b>UNIFORM INSTRUCTIONS TO OFFERORS</b>	23
5.0 <b>SPECIAL INSTRUCTIONS TO OFFERORS</b>	30
6.0 <b>EXHIBITS</b>	
6.1 SAMPLE CERTIFICATE OF INSURANCE	34
6.2 PRE-AWARD PHASE EXPLANATION (includes PERIOD / PRE-AWARD MEETING CHECKLIST and PRE-AWARD DOCUMENT)	35
6.3 WEEKLY REPORTING SYSTEM	40
7.0 <b>ATTACHMENTS (Return the following required information in the order listed with offer)</b>	
7.1 OFFER AND CONTRACT AWARD SHEET	41
7.2 INSTRUCTIONS ON HOW TO PREPARE REFERENCE LIST AND PERFORMANCE SURVEYS	42
7.3 SURVEY QUESTIONNAIRE	46
7.4 SUBMITTAL FORM - Risk Assessment Plan	47
7.5 RISK ASSESSMENT PLAN GUIDE AND TEMPLATE	48

## **SECTION 1.0 SCOPE OF WORK**

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

### **1.0        SCOPE OF WORK**

#### **1.1        Statement Of Need**

The Arizona School Facility Board (SFB) in conjunction with the Glendale Union High School District is seeking a qualified Design-Build Team to design, renovate, and install smoke detectors to the existing main fire panels at four different high schools in the Phoenix/Glendale area.

#### **1.2        Background and Project Description**

This project consists of updating/renovating four existing fire alarms and smoke detection equipment within high school facilities. The projects are located at the following high schools:

1. Glendale High - 6216 West Glendale Ave, Glendale, AZ 85301
2. Apollo High - 8045 North 47th Ave, Glendale, AZ 85302
3. Washington High - 2217 West Glendale Ave, Phoenix, AZ 85021
4. Moon Valley High - 3625 West Cactus Rd, Phoenix AZ 85029

1.2.1        The SFB has elected to use the Design Build delivery method for this project as outlined under A.R.S. §§ 41-2578 and -2579. The project must be cost effective with construction in the shortest possible time frame and within the SFB's tolerance of financial risk and in compliance with all applicable state and local regulations.

1.2.2        Submitting firms must possess and demonstrate experience in smoke detectors installation. The SFB anticipates awarding contracts to multiple bidders, however, reserves the right to award all four projects to one vendor.

#### **1.3        Project Budget and Schedule**

The SFB does not currently have budget estimates for these projects. However, the projects must be completed during the summer (2006) while school is out of session.

1.3.1        All work shall be completed prior to the start of school August 1, 2006.

#### **1.4        Pre-Offer Conference**

A pre-offer conference will be held on Wednesday, May 31, 2006. The meeting will be held at the Apollo High School, located at 8045 North 47th Ave, Glendale, AZ 85302. The meeting will be in the Big Hawk Conference Room (Building 300) from 8:00 A.M. to 10:00 A.M. All interested parties are urged to attend the pre-submittal Conference.

## SECTION 1.0 SCOPE OF WORK

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

Staff will not be available to respond to individual inquiries regarding the project scope outside of this pre-submittal conference. It is strongly recommended that interested firms attend this conference.

### **1.5 Municipality Fire Code Regulations and Permits**

Vendors must gain fire marshal approval for the design and construction of each project from the respective municipalities where the schools are located.

1.5.1 Washington High and Moon Valley High fall under the City of Phoenix and the City Fire Marshal should have jurisdiction. Glendale High and Apollo High fall under the City of Glendale and the State Fire Marshal should have jurisdiction, although the City of Glendale may want to have approval as well. It is the vendor's responsibility to verify this information and determine the responsible Fire Marshal for each project (and gain their approvals).

1.5.2 The contractor(s) shall be responsible for obtaining the appropriate permits **before** beginning the construction work.

### **1.6 Documentation of Construction and Delivery to Owner**

The Glendale Union High School District ("District") is the eventual owner/user of the project construction. All construction drawings, warranties and instruction manuals shall be delivered to the District upon completion of all inspections and regulatory approvals.

## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

### SOLICITATION NO. SF06-0004

- 1 Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
- 1.1 *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 *"Contractor"* means any person who has a Contract with the State.
- 1.5 *"Days"* means calendar days unless otherwise specified.
- 1.6 *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8 *"Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

1.13           *"State Fiscal Year"* means the period beginning with July 1 and ending June 30,

### **2           Contract Interpretation**

2.1           Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2           Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3           Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1           Special Terms and Conditions;
- 2.3.2           Uniform Terms and Conditions;
- 2.3.3           Statement or Scope of Work;
- 2.3.4           Specifications;
- 2.3.5           Attachments;
- 2.3.6           Exhibits;
- 2.3.7           Documents referenced or included in the Solicitation.

2.4           Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5           Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6           No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7           No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

### **3 Contract administration and operation.**

- 3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other “records” relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.
- 3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor’s or any subcontractor’s books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor’s processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor’s facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State.

## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

### 3.8 Ownership of Intellectual Property

Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

## 4 **Costs and Payments**

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.



## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

- 4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.
- 4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.
- 4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- 4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:
- 4.5.1 Accept a decrease in price offered by the contractor;
  - 4.5.2 Cancel the Contract
  - 4.5.3 Cancel the contract and re-solicit the requirements.

### **5 Contract changes**

- 5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

5.3            Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

### **6            Risk and Liability**

6.1.           Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

### 6.2           Indemnification

6.2.1          Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its' departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.

6.2.2          Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3            Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

### 6.4           Force Majeure.

6.4.1          Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party

## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

- 6.4.2 Force Majeure shall not include the following occurrences:
- 6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
- 6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- 6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

## **7 Warranties**

- 7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

- 7.2            Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:
- 7.2.1            Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2            Fit for the intended purposes for which the materials are used;
- 7.2.3            Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4            Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5            Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3            Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4            Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5            Year 2000.
- 7.5.1            Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
- 7.5.2            Additionally, notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the State in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other State information

## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

technology, then this warranty shall apply to the acquired products as a system. The remedies available to the State for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

7.6 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.7 Survival of Rights and Obligations after Contract Expiration or Termination.

7.71 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.7.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### **8 State's Contractual Remedies**

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately

## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

### **9 Contract Termination**

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or

## SECTION 2.0 UNIFORM TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
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Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

- 9.3      Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4      Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5      Termination for Default. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.1    Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.2    The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

<p style="text-align: center;"><b>SECTION 2.0</b> <b>UNIFORM TERMS AND CONDITIONS</b></p>
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9.6            Continuation of Performance Through Termination.    The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10            Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

**11            Arbitration**

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

**12            Comments Welcome**

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have.

Please submit your comments to:

State Procurement Administrator  
Procurement Policy, Administration and Compliance Section  
100 North 15th Avenue, Suite 402  
Phoenix, Arizona, 85007.



## **SECTION 3.0 SPECIAL TERMS AND CONDITIONS**

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

### **3.1 CONTRACT TERM**

The term of any resultant contract(s) for the SFB shall commence on the date of contract execution and continue for 5 months, unless terminated, canceled, renewed or extended as allowed within this contract.

### **3.2 CONTRACT EXTENSIONS OR RENEWAL**

The SFB reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated annual expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods up to a maximum of twelve (12) months.

### **3.3 PROJECT ADMINISTRATION**

The Project Manager shall be Gerry Breuer, SFB School Facilities Liaison, who will provide general direction as necessary and be responsible for decisions pertaining to work under this contract.

### **3.4 VENDOR REGISTRATION**

Prior to issuance of a Purchase Order and subsequent payment, the Contractor shall have a completed State of Arizona Substitute W-9, appropriate insurance and performance and payment bonds are on file with SFB.

3.4.1 In addition, the contractor(s) shall be required to complete vendor registration with the Arizona State Enterprise Procurement Services Office, "Spirit Automated eProcurement System." This may be done on-line at [www.spirit.az.gov](http://www.spirit.az.gov).

3.4.2 No work shall commence or payments made until the above forms are on file. Forms may be obtained by contacting SFB Procurement or SFB Accounts Payable.

### **3.5 PAYMENT**

3.5.1 The Contractor shall be paid in arrears, based on the hourly rate schedule stipulated in Contractor's offer for actual hours worked. The SFB purchase order number and SFB contract number shall be referenced on all invoices and correspondence. Only actual, documented costs for postage, telephone, copies and other miscellaneous expenses shall be reimbursed by the SFB. Such cost documentation shall include but not limited to original receipts for such expenses.

3.5.2 Work shall be completed in a responsible and professional manner. Determination of acceptability of work will be made by the SFB. Payment shall be made upon the SFB's receipt and approval of the contractor's invoice. However, should the contractor's work products require correction, the SFB reserves the right to withhold all or partial payment until the work product has been reviewed and accepted by the SFB. Payment of any invoice shall not preclude the SFB from making claim for adjustment on any service found to have been in non-compliance with the contract.

### **3.6 RESERVED. (TRAVEL)**

## **SECTION 3.0 SPECIAL TERMS AND CONDITIONS**

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

### **3.7 CHANGE ORDERS and ADJUSTMENTS**

If a Change Order is submitted to the responsible designer and approved by the designer, the SFB School Facilities Liaison and Procurement Officer will review the fully documented request for approval and compensation. The requested change order requesting price adjustments must be based upon costs that were clearly unpredictable at the time of project design, and can be shown to directly affect the quality, serviceability or performance of the item or service concerned.

3.7.1 The designer shall provide to the SFB Procurement Officer competitive market review, trade publications, independent price indices, and/or other means, to enable the procurement officer's determination that the requested price increase, or an alternative option, is in the best interest of the State.

3.7.2 All approved scope of work or price adjustments shall be documented in the form of purchase order change orders, executed as amendments to the original SFB purchase order.

### **3.8 INVOICING REQUIREMENTS**

3.8.1 All invoices for this contract shall be delivered in person or sent by mail addressed as follows:

3.8.1.1 Arizona School Facilities Board  
Accounts Payable  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007

### **3.9 PERFORMANCE STANDARDS**

The State relies upon the provision of services in accordance with the contract, therefore, the Contractor agrees that time is of the essence, and that contractual commitments shall be met.

3.10 **RESERVED**

3.11 **RESERVED**

### **3.12 REMOVAL OF CONTRACTOR'S EMPLOYEES**

The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The SFB may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the SFB.

### **3.13 INDEMNIFICATION CLAUSE**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials,

## SECTION 3.0 SPECIAL TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

### **3.14      INSURANCE REQUIREMENTS**

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

3.14.1      The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

### **3.14.2      MINIMUM SCOPE AND LIMITS OF INSURANCE**

Contractor shall provide coverage with limits of liability not less than those stated below.

#### **1.      Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000

## SECTION 3.0 SPECIAL TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

### SOLICITATION NO. SF06-0004

- Products – Completed Operations Aggregate \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - Each Occurrence \$1,000,000
  - Blanket Contractual Liability – Written and Oral \$1,000,000
  - Fire Damage (Any one fire) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
2. **Automobile Liability**  
Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.  
Combined Single Limit (CSL) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.”***
3. **Worker's Compensation and Employers' Liability**
- |                         |             |
|-------------------------|-------------|
| Workers' Compensation   | Statutory   |
| Employers' Liability    |             |
| Each Accident           | \$ 500,000  |
| Disease – Each Employee | \$ 500,000  |
| Disease – Policy Limit  | \$1,000,000 |
- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

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Phoenix, Arizona 85007  
Phone: (602) 364-0538

4. **Installation Floater** \$750,000.00

In an amount equal to the initial Contract Amount plus additional coverage equal to contract amount for all subsequent change orders.

- a. The State of Arizona, Contractor, subcontractor and any others with an insurable interest in the work shall be **Named Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement** as well as coverage for losses that may occur during **equipment testing**.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.
- e. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.
- g. Contractor is responsible for the payment of all deductibles under the Installation Floater policy.

The policies shall include, or be endorsed to include, the following provisions:

- #### 3.14.4 NOTICE OF CANCELLATION

Page 19

## SECTION 3.0 SPECIAL TERMS AND CONDITIONS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **(State of Arizona Department Representative's Name and Address)** and shall be sent by certified mail, return receipt requested.

### **3.14.5      ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

### **3.14.6      VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona School Facilities Board Dennis Kirkland, Procurement Officer, 1700 W. Washington Street, Suite 230, Phoenix, Arizona 85007)**. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

### **3.14.7      SUBCONTRACTORS**

Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

### **3.14.8      APPROVAL**

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

### **3.14.9      EXCEPTIONS**

## **SECTION 3.0 SPECIAL TERMS AND CONDITIONS**

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0004**

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

### **3.15      PAYMENT BONDS~~RESERVED~~**

### **3.16      EMPLOYMENT DISCLAIMER**

The contract is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in the contract.

3.16.1      The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the contract are considered to be State employees, and that no right of State civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the State harmless with respect thereto.

3.16.2      **Federal Immigration Laws, Compliance by State Contractors** By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at [www.uscis.gov](http://www.uscis.gov).

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

### **3.17      RELATIONSHIP WITH OTHERS**

The Contractor shall cooperate fully with the SFB, the Arizona counties, municipalities and local government officials, and all such others as may be required in the performance of this Contract. This shall include attendance at meetings, discussion, and hearings, as may be required; presentation of data, as may be

<p style="text-align: center;"><b>SECTION 3.0</b> <b>SPECIAL TERMS AND CONDITIONS</b></p>
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<p style="text-align: center;"><b>SOLICITATION NO. SF06-0004</b></p>

requested from time to time by the SFB to effect such cooperation; and compliance with all directives issued by the SFB.

**3.18            RESERVED**

**3.19            REVIEW OF CONTRACTOR'S WORK**

Work performed by the Contractor shall be subject to periodic reviews and partial acceptance at various stages. The SFB reserves the right to make such reviews and pass upon the acceptability of Contractor's work. No partial acceptance shall relieve the Contractor's obligation to correct, without charge, any errors in the work on this project.

**3.20            WEEKLY REPORTING SYSTEM**

**Exhibit 6.3, "Weekly Reporting System,"** explains how the contractor shall be held accountable for contract performance progress. This document shall be submitted each Friday before 12:00 noon, to the SFB Project Manager for progress tracking and risk management purposes.

**3.21            DISADVANTAGED BUSINESS ENTERPRISES (DBE's)**

It is the policy of the SFB that Socially and Economically Disadvantaged Business Enterprises (DBE's) shall have an equal opportunity to participate as contractors, subcontractors, suppliers or vendors in the performance of contracts.



## SECTION 4.0 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

### SOLICITATION NO. SF06-0003

- A. Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
1. *"Attachment"* means any item the Solicitation requires an Offeror to submit as part of the Offer.
  2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
  3. *"Contract Amendment"* means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
  4. *"Contractor"* means any person who has a Contract with the State.
  5. *"Days"* means calendar days unless otherwise specified.
  6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
  7. *"Offer"* means a bid, proposal or quotation.
  8. *"Offeror"* means a vendor who responds to a Solicitation.
  9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
  10. *"Solicitation"* means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
  11. *"Solicitation Amendment"* means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
  12. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
  13. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

## SECTION 4.0 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0003**

### **B. Inquiries**

1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its' Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.
2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.
4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
5. No Right to Rely on Verbal Responses. An offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.

## SECTION 4.0 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0003**

8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

### **C. Offer Preparation**

1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as an original signature, shall result in rejection of the Offer.
4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.
  - i. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
  - ii. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that

## SECTION 4.0 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

### SOLICITATION NO. SF06-0003

takes exception to any material requirement of the solicitation may be rejected.

5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a Solicitation Amendment may result in rejection of the Offer.
8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
9. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 9.1 Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
10. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be included in the pricing offered in the solicitation. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the contractor.
11. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all

## SECTION 4.0 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

### SOLICITATION NO. SF06-0003

relevant circumstances including the details enumerated above shall be provided.

12. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 12.1 Special Terms and Conditions;
  - 12.2 Uniform Terms and Conditions;
  - 12.3 Statement or Scope of Work;
  - 12.4 Specifications;
  - 12.5 Attachments;
  - 12.6 Exhibits;
  - 12.7 Special Instructions to Offerors;
  - 12.8 Uniform Instructions to Offerors.
  - 12.9 Other documents referenced or included in the Solicitation.
13. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

#### **D. Submission of Offer**

- 1. Sealed Envelope or Package. Each Offer shall be submitted to the submittal location identified in this Solicitation. Offers should be submitted in a sealed envelope or container. The envelope or container should be clearly identified with name of the Offeror and Solicitation number. The State may open envelopes or containers to identify contents if the envelope or container is not clearly identified.
- 2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information and submit a statement with its Offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.
- 4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

## SECTION 4.0 UNIFORM INSTRUCTIONS TO OFFERORS

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Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0003**

i. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

ii. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable Federal, state and local laws and executive orders regarding employment.

### **E. Evaluation**

1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
2. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purposes of evaluating that price.
3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
4. Disqualification. A Offeror (including each of its' principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.
5. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred-twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred-twenty (120) days from the Best and Final Offer due date.
- 5.6 Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:
  - 5.6.1 Waive any minor informality;
  - 5.6.2 Reject any and all Offers or portions thereof; or
  - 5.6.3 Cancel the Solicitation.

### **F. Award**

1. Number or Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards,

## SECTION 4.0 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0003**

whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Procurement Officer's signature on the Offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

### **G. Protests.**

A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted thereunder. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 1.1 The name, address and telephone number of the protester;
- 1.2 The signature of the protester or its representative;
- 1.3 Identification of the purchasing agency and the Solicitation or Contract number;
- 1.4 A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 1.5 The form of relief requested.

### **H. Comments Welcome**

The State Procurement Office periodically reviews the Uniform Instructions to Offerors and welcomes any comments you may have. Please submit your comments to:

State Procurement Administrator  
Procurement Policy, Administration and Compliance Section  
100 North 15th Avenue, Suite 402  
Phoenix, Arizona, 85007.

## SECTION 5.0 SPECIAL INSTRUCTIONS TO OFFERORS

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Procurement  
1700 West Washington, Suite 230  
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SOLICITATION NO. SF06-0003

### 5.1 SCOPE

The purpose of this solicitation is to enter into a contract to obtain the services of a Contractor for the purpose of providing **Fire Alarm and Smoke Detection Design-Build Construction Services**.

### 5.2 QUESTIONS

Questions relating to this solicitation shall be directed to the attention of Dennis Kirkland, Procurement Officer, SFB Procurement, telephone (602) 364-0538. Offerors are encouraged to fax questions, no less than seven days prior to the solicitation due date and time, to (602) 542-6529.

### 5.3 OFFER SUBMITTAL AND REQUIRED INFORMATION

The offer shall include the following and should be presented in the order in which they appear.

**THE RISK ASSESSMENT PLAN AND SUBMITTAL FORM SHALL NOT CONTAIN ANY SUPPLIER IDENTIFICATION MATERIAL** (Names of individuals, letterhead, contractor name, past projects, or project personnel.) **Submittal of an offer containing the afore mentioned identification material shall result in the OFFER BEING REJECTED.**

**FAILURE TO PROVIDE ALL OF THE REQUIRED INFORMATION MAY RESULT IN REJECTION OF THE OFFER.**

#### 5.3.1 Offer and Contract Award

Complete the top half of Attachment 7.1.

#### 5.3.2 Solicitation Amendments

Sign and return all Solicitation Amendments issued.

#### 5.3.3 Table of contents

All offers shall include a Table of Contents.

#### 5.3.4 Risk Assessment Plan and Submittal Form

This is

##### 5.3.4.1 Past Performance of Critical Team Components

Within the context of the Method of Approach, fully describe the, methodology and activities which the offeror will utilize in completing a successful land/real estate acquisition. Expand on the tasks identified in the Specifications, to highlight the critical activities. The offeror shall specify objectives to be accomplished. Include in table form, a schedule identifying the project milestones and related deliverables. Include a schedule of public workshops,



## SECTION 5.0 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
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SOLICITATION NO. SF06-0003

meetings and submittal of draft and final working papers the offeror would conduct.

**5.3.8**      References

Complete all information requested on Attachment 7.3.

**5.3.9**      Price Sheet

Complete Price Sheet, Attachment 7.2.

**5.3.9.1**      Postage, document reproduction, telephone and like expenses, may be reimbursed at cost by the SFB, only when original receipts are submitted with the invoice which claims reimbursement of such expenses.

**5.3.10**      Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an offer shall be deducted from the offer for the purposes of evaluating that price.

**5.3.10.1**      Arizona transaction privilege and use taxes shall not be considered when evaluating the bid or offer. Bids and offers shall be tendered without tax. If requested, Arizona transaction privilege or use tax shall be stated on a separate line as an amount or rate.

**5.3.11**      Any additional data which may be useful to the SFB in evaluating the offeror's offer.

**5.3.12**      Copies

The original and six (6) copies of the offer are required. Copies will be packaged in such a manner that the outer wrapping clearly indicates the offeror's name and address, and the following information:

**Request for Proposals No.: SF06-0004**  
**FIRE ALARM AND SMOKE DETECTION SYSTEMS - GUSHD**  
**To be opened June 16, 2006 - 3:00 P.M., Local Time**

**5.4**      **OFFER EVALUATION**

A procurement advisory and selection committee (hereafter "selection committee") will evaluate and score the proposals, based on the following criteria:

**5.4.1**      **Evaluation Criteria**

The Selection committee will be selected through a qualifications based selection process. The SFB may utilize any decision making tool to assist them in analyzing the data. Firms interested in providing Design-Build services must submit a Statement of Qualifications (SOQ) that addresses the following:

## SECTION 5.0 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

SOLICITATION NO. SF06-0003

### 5.4.1.1 Risk Assessment Plan and Submittal Form (60%)

5.4.1.1.1 The Risk-Assessment (RA) Plan **SHALL NOT** contain any personal names (letterhead, contractor name, past projects, or project personnel.) If an RA Plan has any personal or proprietary names, the RA Plan will be identified as non-responsive and **SHALL BE REJECTED** for further consideration. This is required to minimize evaluator bias.

5.4.1.1.2 All proprietary information and personal names should be contained in the Submittal Form (see ATTACHMENT 7.4). The Submittal Form must be completed and submitted with your package. The Submittal Form should be stapled to the front of the Risk Assessment Plan.

5.4.1.1.3 A Risk Assessment Plan guide and template is provided (ATTACHMENT 7.5). Firms are required to follow the format shown in ATTACHMENT 7.5.

5.4.1.1.4 The Risk Assessment Plan must not be longer than **two (2) pages** (front side of page only, one inch margins, Arial font size 10-12 font). The RA Plan should clearly address the following items:

5.4.1.1.4.1 List and prioritize major risk items (areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner).

5.4.1.1.4.2 Explain how the contractor will avoid / minimize the risk.

5.4.1.1.4.3 Propose any options that could increase the value (expectation or quality) of work.

### 5.4.2.2 Past Performance of Critical Team Components (40%)

5.4.2.2.1 Past Performance Information will be collected on all critical team components. The critical team components for this project will be the Fire Alarm / Smoke Detector Contractor, and the Site Superintendent.

5.4.2.2.2 The contractor must prepare a list of past references and submit the list in an MS Excel file as explained in ATTACHMENT 7.2.

5.4.2.2.3 The Excel file must also be emailed to Gerry Breuer [gbreuer@azsfb.gov] and to John Savicky [john.savicky@asu.edu] by the solicitation due date.

5.4.2.2.4 The contractor must prepare and send out survey questionnaires to their past clients as explained in ATTACHMENT 7.2.

5.4.2.2.5 The survey results and the number of returned surveys will have an impact in the final selection.

## 5.5 OFFER SUBMITTAL

## SECTION 5.0 SPECIAL INSTRUCTIONS TO OFFERORS

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Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

SOLICITATION NO. SF06-0003

**5.5**      Optional Oral Presentation

As part of its final selection from among the highest ranked firms, the SFB reserves the right to request oral presentations with no less than 72 hours notice. Presenters of the offerors **must** include key members who will serve as the contact person(s).

**5.6**      Discussions

As provided by A.R.S. § 41-2478 (3.), discussions MAY be conducted with offerors who submit a proposal that is scored among the highest in quality of qualifications. Those offerors shall be further evaluated pursuant to the **Pre-Award Phase Discussions, EXHIBIT 6.2.**

**5.6.1**      Pre-Award Phase Discussions

The Pre-Award Phase Discussions are carried out prior to contract award and procurement officer signing. The details of this phase are contained in **EXHIBIT 6.2.** This Exhibit shall be applied as a Special Instruction to Offerors, for Order of Preference purposes, as if fully reproduced here.

**5.7**      Determination of Award Decision

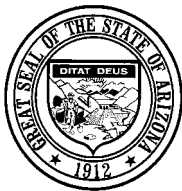
A contract award shall be made by the procurement officer to the offeror whose proposal is determined to be most advantageous to the state based upon the factors set forth in the Request for Qualifications. The determination shall explain the basis of award.

**5.8**      Federal Immigration Laws, Compliance By State Contractors

By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

# EXHIBIT 6.1

## INSURANCE Certificate Sample



### CERTIFICATE OF INSURANCE

STATE AGENCY/DEPT. ARIZONA SCHOOL FACILITIES BOARD  
 PROJECT TITLE: Land Acquisition Real Estate Consultant Services  
 CONTRACT NUMBER: SF06-0003

PRODUCER	COMPANIES AFFORDING COVERAGE	CURRENT A.M. BEST RATING
INSURED	A	
	B	
	C	
	D	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS (,000)
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> PER PROJECT <input type="checkbox"/> PRODUCT/COMPLETED OPERATIONS				GENERAL AGGREGATE PRODUCTS-COMP/OP AGG. \$ _____ PERSONAL & ADV. INJURY \$ _____ EACH OCCURRENCE \$ _____ FIRE DAMAGE(ANY ONE FIRE) \$ _____ MED.EXPENSE(ANY ONE PERSON) \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/>				COMBINED SINGLE LIMIT \$ _____ BODILY INJURY (PER PERSON) \$ _____ BODILY INJURY (PER ACCIDENT) \$ _____ PROPERTY DAMAGE \$ _____
	PROFESSIONAL LIABILITY <input type="checkbox"/> TYPE _____ <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCURRENCE				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	EXCESS LIABILITY <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY LIMITS EACH ACCIDENT \$ _____ DISEASE-POLICY LIMIT \$ _____ DISEASE-EACH EMPLOYEE \$ _____
	BUILDERS RISK				
	OTHER:				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / SPECIAL ITEMS:

STATE OF ARIZONA AND THE STATE AGENCY NAMED BELOW ARE ADDED AS ADDITIONAL INSURED. IT IS AGREED THAT COVERAGES AFFORDED UNDER THE POLICIES CERTIFIED IN THIS CERTIFICATE SHALL BE PRIMARY AND ANY INSURANCE OR SELF-INSURANCE PROGRAM CARRIED BY THE STATE OR ANY OF ITS AGENCIES, BOARDS, DEPARTMENTS OR COMMISSIONS SHALL BE EXCESS AND NOT CONTRIBUTORY INSURANCE TO THAT PROVIDED BY THE NAMED INSURED.

IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT FIFTY (50) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY.

CERTIFICATE HOLDER/ADDITIONAL INSURED  State of Arizona Arizona School Facilities Board 1700 West Washington, Suite 230 Phoenix, AZ 85007	AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY  <div style="border-bottom: 1px solid black; height: 20px; width: 100%;"></div> SIGNATURE DATE: _____
--	---

## **EXHIBIT 6.2**

### **Pre-Award Phase Explanation**

The pre award phase is carried out prior to the signing of the contract between the client and vendor and contains two main components: 1) the pre award period and 2) the pre award meeting. Some definitions used in the description of these components include:

Definition: On-time: Delivering a project in a timely sequence that has been preplanned, finishing on or before the anticipated schedule.

Definition: On-budget: Staying within the client's budget to meet the stated purpose. It also includes minimizing cost generated change orders.

Definition: Client's satisfaction: Meeting the client's expectations. It is the vendor's responsibility to ensure it understands the client's possibly subjective expectations. It is not the client's responsibility to ensure that the vendor understands what their expectations are. The vendor is at risk, and part of the risk is understanding the client's expectations. Client expectations may include the following:

- Not having workers hurt or killed on their property.
- Not interrupting or impacting on-going client operations on the site.
- Meeting the quality expectations of all users.
- Minimizing collateral damage on the site.
- Not doing repeated work.
- Having installed equipment work.
- Minimizing the need for the client's personnel to make decisions or spend time solving problems.
- Minimizing the amount of communication on the project.

It is the goal of the pre award phase to allow the vendor the opportunity and time to identify and solidify the client's expectations.

#### Pre Award Period Objectives

The School Facility Board is expecting to get a high quality project delivered on-time and with no cost-generated change order. The pre-award period provides the vendor with a final opportunity to protect itself, by allowing the vendor to carefully pre-plan the project before an award is made. The objectives of the pre-award period are to:

- Minimize all risk before the construction begins
- Identify all risks that cannot be controlled by the vendor
- Have a coordinated plan before the project begins.

In many cases, one of the vendor's biggest risks (in terms of delivering on-time and with no change orders) is the client. Therefore, it is in the vendor's best interest to identify any issues or concerns ahead of time during the pre-award period. The vendor should minimize their risk by creating documentation that puts them in control and eliminates any outside interference that could hinder them from performing. This includes:

- Preparing a complete detailed schedule, identifying any critical milestones or dates of risk areas.
- Coordination with all subcontractors and material suppliers to ensure that there are no inconsistencies with the requirements or delivery schedules.

## **EXHIBIT 6.2**

### **Pre-Award Phase Explanation**

- Identification of where the risk lies on the project and double check to make sure that all identified risks can be minimized.
- Ask all parties involved what concerns they have and determine solutions to resolve their concerns. Through their years of experience and/or industry expertise, a high performing vendor is expected to have the ability understand what concerns the client has before they are realized.
- Document all risks and provide plans to minimize the risks. Greater risks should have more details on how the vendor plans to minimize the risks.
- Any actions required by the client or clients representatives should be identified (with a name and a due date assigned to them).
- Preparation of the Quality Control Plan.
- Conducting a Pre Award Meeting

#### The Quality Control Plan

Quality control (QC) is the action that the vendor takes to minimize the risk of not being on time, on budget, or meeting the client's satisfaction. The QC Plan is a document that identifies and minimizes risk to the project. The QC Plan is created by the vendor and their suppliers, and shall not be created by the client.

The QC Plan is created before the construction begins and is quality control is practiced during the construction. The major deliverable of the Pre Award Phase is the Quality Control Plan. The QC Plan must include at least the following:

- 1) A complete detailed schedule. This must also include:
  - a) A list of all significant activities and activities that have risk based on schedule, cost, and quality. This list should also include a prioritization of the "top ten" activities that have highest risks based on schedule, cost, and/or quality.
  - b) A list of action items that includes any participation by individuals outside of the vendor's team's organization (i.e. the client's organization). Each action item must have a due date.
  - c) A list of any decisions that must be made that are not decided prior to the completion of the pre award period. The list of decisions must also have the proposed solution and a due date.
- 2) A complete list of all risks identified in the risk assessment plan and interview along with solutions to the risks.
- 3) A list of risks identified by the client and other vendors with a plan to minimize the risks, including any additional risks that may have been identified during the pre award period.
- 4) A complete list of action items which requires any client participation, outside regulatory participation, or factors which are outside the control of the contractor. These action items become risk items if they are not followed up on far ahead of schedule. During the pre-award phase these individuals should be contacted and coordinated with.
- 5) A checklist of all subcontractors and material suppliers that identifies that the vendor has coordinated with them and has ensured that there are no inconsistencies with the requirements, or delivery schedules.
- 6) A list of action items that the vendor will perform to ensure quality on a weekly passes.
- 7) A quality assurance checklist that can be used by the client on a weekly basis to check that the vendor is performing its identified quality control action items.

#### Discussion of Risks

## EXHIBIT 6.2

### Pre-Award Phase Explanation

The QC plan includes a listing of all risks identified in the interviews, risk assessment plans, and during the pre award period. The risk minimization solutions should also be listed. The list of risks should also include any risks identified by the client and designer.

If there is anything wrong with the drawings or specifications, it is the responsibility of the vendor to identify if they cannot meet the requirement. The specifications and drawings are the designers attempt to identify the intent of the client and are the designer's best effort to quantify the construction requirement; however, the designers are not the construction experts. The vendor must identify if they cannot understand or cannot meet the requirement. This is performed during the Pre Award Period. Any issues must be put in writing. If it is not identified, it is the vendor's responsibility to meet the intent of the client.

#### Quality Assurance Checklist

Quality Assurance is a check to identify if the vendor is conducting its planned QC on a weekly basis. Quality Control is technical in nature and Quality Assurance is non-technical. It is the responsibility of the vendor to develop a Quality Assurance checklist that the client can use to ensure that the tasks, risks, and items identified in the Quality Control Plan are being conducted and controlled pursuant to the methods the vendor identified.

#### Pre Award Meeting

The pre award meeting is held at the end of the pre award period and is used to present a summary of what was developed and agreed upon during the pre award period.

The pre-award meeting is **not** a question and answer session. The vendor must not wait for the meeting to ask questions. All coordination and planning with the client and designer should be done prior to the meeting (during the pre-award period). The meeting is only to summarize what the solutions are to any issues/risks brought up.

The meeting will consist of a presentation (given by the vendor) walking the client through the entire project and summarizing all of the coordination/planning done during the pre-award period. The vendor is responsible for coordinating and preparing everything for the pre-award meeting.

The vendor should bring their team and all the documents specified in the Quality Control Plan. The vendor should come with documents explaining what the client is responsible for in this project and should identify exactly what they want from the client with due dates. The vendor must convince the client that they have minimized all risks and will not be surprised once the project begins. The pre-award meeting (presentation and meeting minutes) will become part of the contract along with the other documents stated in the Pre-Award Document.

## EXHIBIT 6.2

### Pre-Award Phase Explanation

#### Pre-Award Period / Pre-Award Meeting Checklist

**Pre Award Period Activities:** Before the pre-award meeting, the potential best value vendor must complete the following activities:

<input type="checkbox"/>	Create a detailed schedule of the entire project illustrating critical risk milestones.
<input type="checkbox"/>	Coordinate the project with all the critical participants during pre-award period.
<input type="checkbox"/>	Clarify any issues or concerns with responsible parties.
<input type="checkbox"/>	Identify the top ten activities that have risk based on time, cost, and quality.
<input type="checkbox"/>	Coordinate the project with all Clients representatives (safety, fire, etc.). Ensure that the vendor can meet their requirements.
<input type="checkbox"/>	Identify any action items needed from the Client. Each item should have a due date of when the vendor needs a response and an individual assigned to each item.
<input type="checkbox"/>	Prepare list of suggestions to the Client on how the vendor can make the project more efficient. Gain approval prior to Pre-Award Meeting.
<input type="checkbox"/>	Coordinate with suppliers and subcontractors to make sure there are no issues with the requirements, costs, or delivery schedules
<input type="checkbox"/>	Coordinate any value added items.
<input type="checkbox"/>	Review interview statements.
<input type="checkbox"/>	Review and minimize any additional risk issues.
<input type="checkbox"/>	Review the design or requirement in detail for any issues or concerns. Seek clarifications and approvals for any contractor VE qualifications.
<input type="checkbox"/>	Gain approval of critical submittals.
<input type="checkbox"/>	Prepare the Quality Control Plan (which fundamentally organizes and compiles the above items)
<input type="checkbox"/>	Prepare the Quality Assurance Checklist
<input type="checkbox"/>	Prepare the Pre-Award Meeting Power Point presentation (see below)
<input type="checkbox"/>	Prepare the Pre-Award Document (see below)

**Pre Award Meeting Presentation:** At the pre-award meeting, the vendor will give a PowerPoint presentation to address the following:

<input type="checkbox"/>	Detailed schedule of the entire project with critical risk milestones including client action items.
<input type="checkbox"/>	Review list of critical submittals.
<input type="checkbox"/>	List of Client action items with due dates.
<input type="checkbox"/>	Respond to any questions by the client's representatives
<input type="checkbox"/>	Review of additional risk items and plan to minimize the risks. This should include impact on cost, schedule, and "what ifs" at critical points in the project.
<input type="checkbox"/>	Review the approved list of value added items.
<input type="checkbox"/>	Identification of how the vendor will manage the project. Show how the vendor will minimize the Clients need to make decisions, control, or manage the project.
<input type="checkbox"/>	Review of the weekly vendor reporting system.
<input type="checkbox"/>	Review the Quality Control Plan / Quality Assurance Checklist
<input type="checkbox"/>	Identification of how performance will be measured throughout the project.



## EXHIBIT 6.2

### Pre-Award Phase Explanation

#### Pre-Award Document

To be considered responsive, the potential best-valued contractor must submit this document along with the attachments identified below:

Please attach the following documents:

<input type="checkbox"/>	Vendors original Qualification Form
<input type="checkbox"/>	Vendors original Risk Assessment Plan
<input type="checkbox"/>	Vendors interview statements
<input type="checkbox"/>	Additional risks identified by other vendors and the client
<input type="checkbox"/>	A completed Pre-Award Period Checklist
<input type="checkbox"/>	Pre Award presentation slides
<input type="checkbox"/>	Pre Award meeting minutes
<input type="checkbox"/>	Quality Control Plan
<input type="checkbox"/>	Quality Assurance Checklist

The Quality Control Plan must include the following:

<input type="checkbox"/>	Detailed project schedule
<input type="checkbox"/>	Detailed list of action items with individuals and dates assigned to each action item
<input type="checkbox"/>	Detailed list of all risks (identified by the vendor, and other parties) and plan to minimize all risks
<input type="checkbox"/>	Supplier and Subcontractor checklist

-----

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Printed Name of Firm Representative

\_\_\_\_\_  
Signature of Firm Representative

## **EXHIBIT 6.3**

### **WEEKLY REPORTING SYSTEM**

#### **Weekly Reporting System**

The weekly reporting system is a companion to the quality control (QC) program that is created by the best value contractor during the pre-award phase. Whatever that is unforeseen or a scope change, should be identified by the contractor with a way to minimize the risk (minimize the cost and time impact) by the contractor during the project. The weekly report should be minimal if the QC/QA was done properly by the contractor during the pre-award phase.

#### Weekly Report Guide

The weekly report is an excel file that must be submitted on the Friday of every week. Please contact the Contracting Officer for an electronic version of the spreadsheet. The report consists of scope changes or unforeseen events that are risks to the project in terms of cost, schedule, or client satisfaction including any issues that could potentially develop into a risk. When a new issue is identified, it is added to the project risks, along with the following: Identification date (date the risk was identified), plan to minimize the risk, resolution due date, impact to critical path or schedule (in days), and impact to final cost (in dollars).

When a risk is completed, the actual date of resolution is listed. Before submission, the client is contacted for "Client's Risk Ratings" (the client's point of contact should be identified during the pre-award period). The client will rate their comfort level and satisfaction with the contractor's plan to minimize each project risk on a scale of 1-10 (10 being completely satisfied and 1 being completely dissatisfied).

The completed report must be saved using the date and name of the project given by the client (Format: YYMMDD ProjectName; For example, 'Polk Project' for the week ending Friday, March 1, 2005, should be labeled '050301 PolkProject'). Weekly Reports are to be emailed (midnight of each Friday).

Note: The weekly report will be analyzed for accuracy and timely submittal by the resident engineer or project manager. At the end of the project, the client may modify the post project rating based on the accuracy and timeliness of the report.

# ATTACHMENT 7.1 OFFER AND CONTRACT AWARD



ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

SOLICITATION NO. SF06-0003

Submit this form with an original signature to the State.

## OFFER

TO THE STATE OF ARIZONA:

The offeror hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Federal Employer Identification

For clarification of this offer, contact:

No.: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Internet Address

\_\_\_\_\_  
Offeror's (Company) Name

\_\_\_\_\_  
Signature of Person Authorized to Sign Offer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Title

## ACCEPTANCE OF OFFER AND CONTRACT AWARD (FOR STATE OF ARIZONA USE ONLY)

Your offer is hereby accepted.

The contractor is now bound to perform based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the contractor's offer as accepted by the state.

This contract shall henceforth be referred to as Contract No. SF06-0003-\_\_\_\_\_.

The contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order or contract release document.

State of Arizona

Effective this \_\_\_\_\_ day of \_\_\_\_\_ 2006

\_\_\_\_\_  
Dennis Kirkland Awarded Date  
as Procurement Officer and not personally

## ATTACHMENT 7.2

### Detailed Instructions on How to Prepare a Reference List and Performance Surveys

#### ARIZONA SCHOOL FACILITIES BOARD

Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

#### SOLICITATION NO. SF06-0003

### 7.2.1 Overview

The objective of this process is to identify the past performance of a contractor and key components of their team. This is accomplished by sending survey forms to past customers. The customers will return the forms directly to the Arizona School Facility Board (SFB), and the ratings will be averaged together to obtain a firm's past performance rating. The figure below illustrates the survey process.

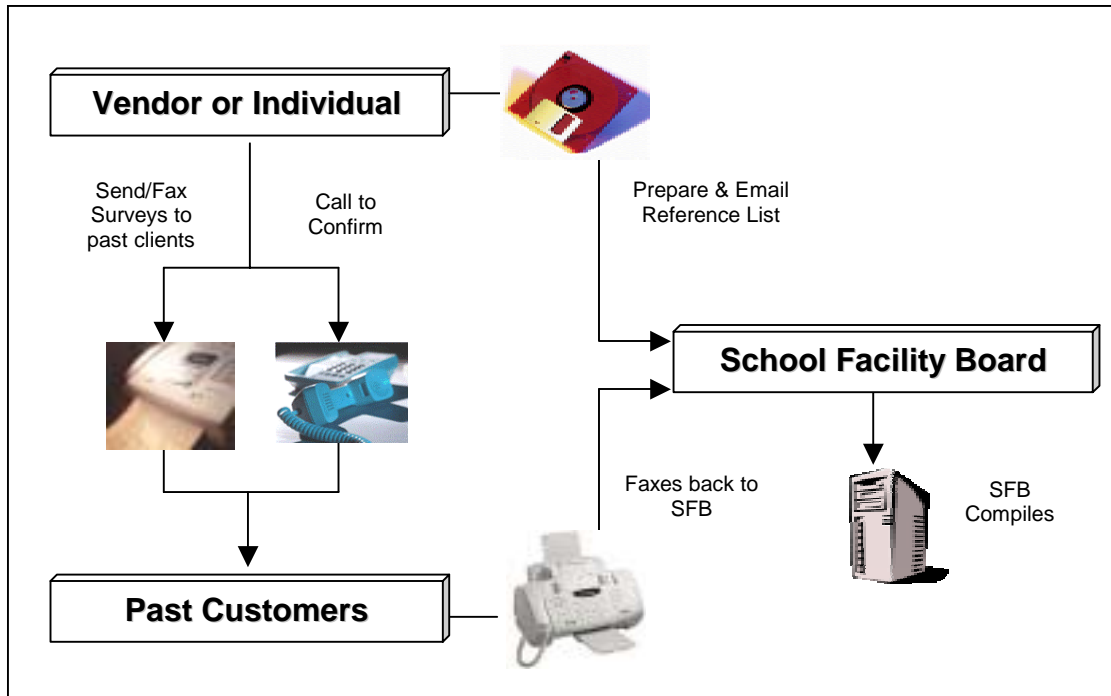


Figure 1: Survey Process

### 7.2.2 Creating and Submitting a Reference List

#### 7.2.2.1 Guidelines

7.2.2.1.1 The contractor, key individuals, and key subcontractors must create a list of past users that will evaluate their past performance. This will be referred to as a **"Reference List"**. The Reference List should include contact information for all your references, including: Survey ID, point of contact, phone number, fax number, client name, project name, and date project completed. It is your responsibility to verify that this information is accurate prior to submission.

7.2.2.1.2 Your firm should also inform the references about the survey and the deadline for submission of the information. The SFB may contact the references for additional information. If the reference cannot be contacted, there will be no credit given for that reference.

## ATTACHMENT 7.2

### Detailed Instructions on How to Prepare a Reference List and Performance Surveys

#### ARIZONA SCHOOL FACILITIES BOARD

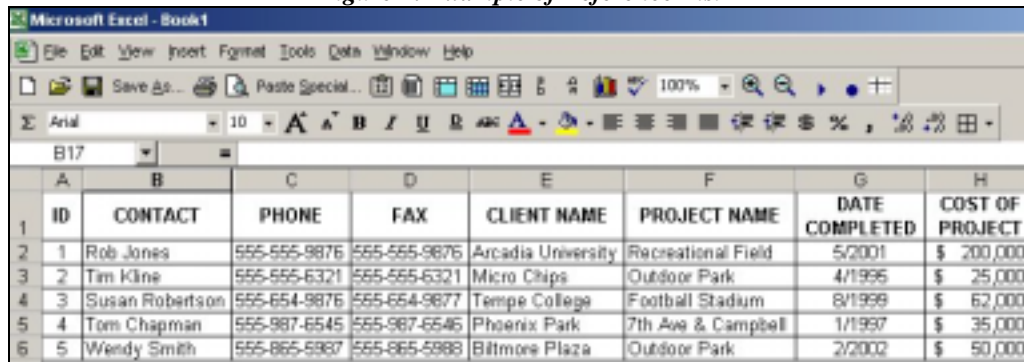
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

#### SOLICITATION NO. SF06-0003

7.2.2.1.3 The Reference List must be included in your SOQ submittal. The data in the reference list must be submitted, in electronic format (diskette or compact disk) on a MS Excel spreadsheet file, in one hard copy and also emailed to Gerry Breuer, School Facilities Liaison, gbreuer@azsfb.gov. The data must be complete and accurate. The format of the file is shown in Figure 2.

1. The maximum number of past projects that can be submitted is 25 (twenty-five) for the firm. The minimum number of surveys that can be submitted is 1 (one).
2. Credit will be given to vendors with more high performing surveys.
3. The reference list should include the firms "best" projects. Firms who submit poor references will be jeopardizing their own competitiveness in the selection process.
4. The past projects do not have to be similar to the type of project being bid.
5. The past performance process is a one-time function. The firm does not have to repeat this process on future projects.

*Figure 2: Example of Reference List*



	A	B	C	D	E	F	G	H
	ID	CONTACT	PHONE	FAX	CLIENT NAME	PROJECT NAME	DATE COMPLETED	COST OF PROJECT
1	1	Rob Jones	555-555-9876	555-555-9876	Arcadia University	Recreational Field	5/2001	\$ 200,000
3	2	Tim Kline	555-555-6321	555-555-6321	Micro Chips	Outdoor Park	4/1996	\$ 25,000
4	3	Susan Robertson	555-654-9876	555-654-9877	Tempe College	Football Stadium	8/1999	\$ 62,000
5	4	Tom Chapman	555-987-6545	555-987-6546	Phoenix Park	7th Ave & Campbell	1/1997	\$ 35,000
6	5	Wendy Smith	555-865-5967	555-865-5988	Blitmore Plaza	Outdoor Park	2/2002	\$ 50,000

### 7.2.3 Project Information to be included in the Reference List

In order to prepare your Reference List, the following fields should be entered in a spreadsheet file.

CODE	Number each reference with a different number.
POINT OF CONTACT	Name of the person who will answer customer satisfaction questions.
PHONE NUMBER	Current phone number for the reference (including area code).
FAX NUMBER	Current fax number for the reference (including area code).
CLIENT NAME	Name of the company or institution that the work was performed for (i.e. Cactus School District, Rock Industries, City

## ATTACHMENT 7.2

### Detailed Instructions on How to Prepare a Reference List and Performance Surveys

#### ARIZONA SCHOOL FACILITIES BOARD

Procurement  
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Phone: (602) 364-0538

#### SOLICITATION NO. SF06-0003

	of Austin).
PROJECT NAME	Name of the project (Bird High School A-Wing, Warehouse B, etc.).
DATE COMPLETED	Date when the project was completed. (i.e. May 1995)
COST OF PROJECT	Awarded cost of project (\$50000)
TYPE OF PROJECT	CM@R, DB, DBB (Design-bid-build)

**All fields are required!** If you do not submit all the information required, there will be no credit given for the reference.

The reference list must contain different projects. You cannot have multiple people evaluating the same job. However, one person may evaluate several different jobs.

The survey questionnaires must match the reference list in order to get credit for that reference.

#### 7.2.4 **Vendor / Individual Information**

Each "Reference List" should include a sheet/tab that contains the following company/individual information:

##### **CONTRACTOR**

Company Name: \_\_\_\_\_  
Office Address, City, State, Zip: \_\_\_\_\_  
Point of Contact: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Fax Number: \_\_\_\_\_  
Email: \_\_\_\_\_

#### 7.2.5 **Sending & Receiving Surveys**

- 1) The contractor is responsible for sending out a survey questionnaire to each reference. The survey questionnaire is provided in this document.
- 2) To simplify the work of your references, your team member should enter the reference's name, survey code, phone/fax numbers, client name, and project name on each survey form for each reference. The team member should also enter the firm's' name and individuals being surveyed.
- 3) The team member is responsible for making sure that the reference receives the survey.
- 4) The team member is responsible for making sure that the reference completes the survey and returns the form back to the SFB. The survey must be sent directly from the reference to the SFB. (The SFB will not accept surveys that come from the contractor).

## ATTACHMENT 7.2

### Detailed Instructions on How to Prepare a Reference List and Performance Surveys

#### ARIZONA SCHOOL FACILITIES BOARD

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Phone: (602) 364-0538

**SOLICITATION NO. SF06-0003**

- 5) The SFB may contact the reference for additional information or to clarify survey data. If the reference cannot be contacted, there will be no credit given for that reference.

*Figure 3: Example of Prepared Survey Form*

Survey Questionnaire	
To: <u>Judy Smith</u> <small>(Name of person completing survey)</small>	Survey ID <u>23</u>
Phone: <u>555-555-5646</u>	Fax: <u>555-555-8979</u>
Subject: Past Performance Survey of: <u>ABC Design-Builders</u> <small>(Name of Company)</small> <u>Joe Roberts (Site Superintendent); Jim Brown</u> <small>(Project Manager)</small> <small>(Name of Individual)</small>	
The City of Peoria is implementing a process that collects past performance information on contractors, designers, and their key personnel. The information will be used to assist the City in the selection of firms	

## ATTACHMENT 7.3 SURVEY QUESTIONNAIRE

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0003**

### Survey Questionnaire

Survey ID

To:

\_\_\_\_\_  
(Name of person completing survey)

Phone:

Fax:

Subject: Past Performance Survey of:

\_\_\_\_\_  
(Name of Company)

The Arizona School Facility Board is implementing a process that collects past performance information on contractors and their key personnel. The information will be used to assist the SFB in the selection of firms to perform various projects. The firm listed above has listed you as a client for which they have previously performed work on. We would appreciate your taking the time to complete this survey.

Rate each of the criteria on a scale of 1 to 10, with 10 representing that you were very satisfied (and would hire the firm/individual again) and 1 representing that you were very unsatisfied (and would never hire the firm/individual again). Please rate each of the criteria to the best of your knowledge. If you do not have sufficient knowledge in a particular area, leave it blank.

Client Name:

Project Name:

NO	CRITERIA	UNIT	
1	Ability to manage the project cost (minimize change orders)	(1-10)	
2	Ability to maintain project schedule (complete on-time or early)	(1-10)	
3	Quality of workmanship	(1-10)	
4	Professionalism and ability to manage (includes responses and prompt payment to suppliers and subcontractors)	(1-10)	
5	Close out process (no punch list upon turnover, warranties, as-builts, operating manuals, tax clearance, etc. submitted promptly)	(1-10)	
6	Communication, explanation of risk, and documentation	(1-10)	
7	Ability to follow the users rules, regulations, and requirements (housekeeping, safety, etc...)	(1-10)	
8	Overall customer satisfaction and hiring again based on performance (comfort level in hiring contractor again)	(1-10)	

**Thank you for your time and effort.**

**Please fax the completed survey to 602-542-6529,  
Addressed to: Fire Alarm/Smoke Detector Project**



**ATTACHMENT 7.4**  
**SUBMITTAL FORM - RISK ASSESSMENT PLAN**

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0003**

The Submittal Form must be completed and sent to the Arizona School Facility Board along with the Risk Assessment Plan, as part of your submittal. Attach one copy of this form to the Risk Assessment Plan

Name of Firm: \_\_\_\_\_  
Name of Site Superintendent (person): \_\_\_\_\_  
Name of Designer (person): \_\_\_\_\_

Project Duration: \_\_\_\_\_ (Calendar Days)  
Provide your average EMR for last 3 years (2003-2005) \_\_\_\_\_ (Number)  
Total bonding capacity: \$ \_\_\_\_\_  
Amount of bonded contracts currently in process: \$ \_\_\_\_\_

RA Plan Checklist:

- ☐ The RA Plan should be stapled to this form.
  - ☐ The RA Plan is 2 pages or less.
  - ☐ The RA Plan clearly identifies potential risk and identifies solutions to minimize the risks.
  - ☐ The RA Plan must NOT contain any names, past projects, or information that may identify the contractor or critical team members.
- 

\_\_\_\_\_  
Name of Company

\_\_\_\_\_  
Printed Name of Firm Representative      Signature of Firm Representative

\_\_\_\_\_  
Street Address      City / State / Zip

\_\_\_\_\_  
Telephone      Fax      Date

## **ATTACHMENT 7.5**

### **Risk Assessment Plan Guide and Template**

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0003**

The purpose of the Risk Assessment (RA) plan is to identify if a contractor can quickly calculate the risks on a future project in terms of cost, time, and client expectation (of quality and performance). The RA plan is used to:

- 1) Assist the client in prioritizing firms based on their ability to understand the risk of a project.
- 2) Provide high performing vendors the opportunity to differentiate themselves from their competitors due to their experience and expertise.
- 3) Minimize the effort of experienced companies who are competing for the project.
- 4) Provide a mechanism for the high performers to regulate the low performers by ensuring that if they are not selected, the selected company will have to minimize all risks that they have identified.

Vendors should keep in the mind that the RA plan is only one step in the selection process. If all the RA plans are the same, the RA plan will have little impact in the selection (other factors, such as past performance and interview will dictate the selection). The RA plan will become part of the contract.

#### RA Plan Format

The format for the RA plan is attached. The RA Plan should clearly address the following items:

- 1) List and prioritize major risk items that are unique to this project. This includes areas that may cause the project to not be completed on time, not finished within budget, generate any change orders, or may be a source of dissatisfaction for the owner.
- 2) Explain how the builder will avoid / minimize the risk. If the vendor has a unique method to minimize the risk, they should explain it in non-technical terms.
- 3) Propose any options that could increase the value (expectation or quality) of their work.

In order to minimize any bias by the evaluation committee, the RA Plans must not contain ANY names (such as contractor or manufacturer names, personnel names, project names, product names, or company letterhead). The RA Plans should not contain any marketing information.

The SFB's goal is to make the selection process as efficient as possible. Efficiency is to minimize the effort of all participants, especially those who will not get the project. Therefore, the RA plan should be a brief and concise overview of the major risks on the future project. The RA plan must not exceed 2 pages.

All of the risks should be prioritized, or listed in order by the greatest risks at the top to the lowest risk in descending order. Each risk should have a cost and/or time concern. If the risk has cost implications, the actual estimated cost should be listed. If it has time concerns, the number of days should be listed.

Vendors should also list any value or differential they are bringing to the project. However, since the company cannot use names, the differences must be identified in terms of cost, time, or quality.

## ATTACHMENT 7.5

### Risk Assessment Plan Guide and Template

ARIZONA SCHOOL FACILITIES BOARD  
Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
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**SOLICITATION NO. SF06-0003**

Please prioritize the risks (list the greatest risks first). Indicate the potential impact to cost (in terms of \$), and/or schedule (in terms of calendar Days). You may add/delete the risk tables below as necessary.

#### Major Risk Items

**Risk 1:**

**Impact:** Cost (\$) \_\_\_\_\_ Schedule (Days) \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 2:**

**Impact:** Cost (\$) \_\_\_\_\_ Schedule (Days) \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 3:**

**Impact:** Cost (\$) \_\_\_\_\_ Schedule (Days) \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 4:**

**Impact:** Cost (\$) \_\_\_\_\_ Schedule (Days) \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 5:**

**Impact:** Cost (\$) \_\_\_\_\_ Schedule (Days) \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 6:**

**Impact:** Cost (\$) \_\_\_\_\_ Schedule (Days) \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 7:**

**Impact:** Cost (\$) \_\_\_\_\_ Schedule (Days) \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 8:**

**Impact:** Cost (\$) \_\_\_\_\_ Schedule (Days) \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 9:**

**Impact:** Cost (\$) \_\_\_\_\_ Schedule (Days) \_\_\_\_\_  
**Solution:** \_\_\_\_\_

**Risk 10:**

**Impact:** Cost (\$) \_\_\_\_\_ Schedule (Days) \_\_\_\_\_  
**Solution:** \_\_\_\_\_

# ATTACHMENT 7.5

## Risk Assessment Plan Guide and Template

ARIZONA SCHOOL FACILITIES BOARD

Procurement  
1700 West Washington, Suite 230  
Phoenix, Arizona 85007  
Phone: (602) 364-0538

**SOLICITATION NO. SF06-0003**

### Value Added Options

Contractors should identify any value added options or differentials that they are proposing, and include a short description of how it adds value to the project. Identify if the items will increase or decrease schedule, cost, or expectation. You may add/delete the value tables below as necessary.

<b>Item 1:</b>			
<b>Impact:</b>	Cost (\$)	_____	Schedule (Days) _____
<b>Item 2:</b>			
<b>Impact:</b>	Cost (\$)	_____	Schedule (Days) _____
<b>Item 3:</b>			
<b>Impact:</b>	Cost (\$)	_____	Schedule (Days) _____
<b>Item 4:</b>			
<b>Impact:</b>	Cost (\$)	_____	Schedule (Days) _____
<b>Item 5:</b>			
<b>Impact:</b>	Cost (\$)	_____	Schedule (Days) _____